

A. G. Contract No. KR95 0847TRN
ADOT ECS File: JPA 95-68
Project: STP-CCN-0(5)P/SL381 02D
Section: Sedona Bellrock Pathway

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into 13 July, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
COCONINO COUNTY acting by and through its BOARD OF SUPERVISORS
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Congress has authorized appropriations for, but not
limited to, the design of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the
elimination of roadside obstacles; and the application of
pavement markings.

4. Such project within the boundary of the County has
been selected by the County and has been submitted to the
Federal Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in
the acquisition of federal funds for the use and benefit of the
County by reason of federal law and regulations under which
funds for the project are authorized to be expended.

NO. <u>19871</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/13/95</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Graenewald</u>

6. The work embraced by this agreement and the estimated project costs are as follows: Design.

Estimated Design Cost	\$ 45,000.00
Federal Aid Funds @ 80%	\$ 36,000.00
Coconino County Funds @ 20%	\$ 9,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for design work addressed under this agreement at 80% of the project cost.

4. By separate contract with the US Forest Service, the County will obtain and provide all required plans, specifications, cost estimates, environmental analysis and design of the project in accordance with Forest Service standards. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Coconino County
County Manager
219 E. Cherry
Flagstaff, AZ 86001

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

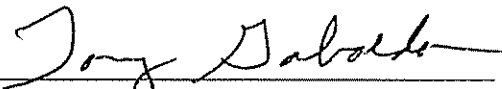
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCONINO COUNTY, ARIZONA

STATE OF ARIZONA

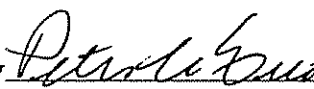
Department of Transportation

By



TONY GABALDON, Chairman
Board of Supervisors

By



PETER L. ENO
Contract Administrator

ATTEST

By



STEVE PERU
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 26th day of April 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Coconino County for the purpose of defining responsibilities for the pass through of federal aid funds to design the Sedona Bellrock Pathway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

COUNTY OF COCONINO

STATE OF ARIZONA

OFFICE of the CLERK

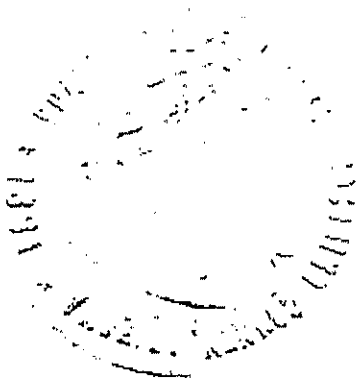
STATE OF ARIZONA) SS.
COUNTY OF COCONINO)

I, Steven B. Peru, Clerk of the Board of Supervisors do hereby certify that the following is an exact and true transcript of the minutes for the meeting of June 19, 1995:

Board of Supervisors: Consideration of intergovernmental agreement with the Arizona Department of Transportation for the project design of the Red Rock Pathways Project.

Mr. Peru reviewed the status of the project.

Upon motion made by Supervisor Deaver, seconded by Supervisor Chabin and carried uananimously, the Board approved the IGA with the Arizona Department of Transportation for the project design of the Red Rock Pathways Project.



IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the Official Seal of the Board of
Supervisors. Done at Flagstaff, the County Seat
this 30th day of June, 1995 A.D.

Aw Horton Chief Deputy
Clerk of the Board of Supervisors

APPROVAL OF THE COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 5th day of June, 1995.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0847-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of July, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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